IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re patent application of:

Applicant(s): Gregory J. Mesaros   Examiner: Cuong H. Nguyen

Serial No: 09/922,884   Art Unit: 3661

Filing Date: August 6, 2001

Title: E-COMMERCE VOLUME PRICING

Mail Stop Appeal Brief - Patents
Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

APPEAL BRIEF

Dear Sir:

Appellant's representative submits this brief in connection with an appeal of the above-identified patent application. A credit card payment form is filed concurrently herewith in connection with all fees due regarding this appeal brief. In the event any additional fees may be due and/or are not covered by the credit card, the Commissioner is authorized to charge such fees to Deposit Account No. 50-1063 [GEDP101USE].

I.   Real Party in Interest (37 C.F.R. §41.37(c)(1)(i))

The real party in interest in the present appeal is eWinWin, Inc., the assignee of the subject application.

II.   Related Appeals and Interferences (37 C.F.R. §41.37(c)(1)(ii))

Appellant, appellant's legal representative, and/or the assignee of the present application are not aware of any appeals or interferences which may be related to, will directly affect, or be directly affected by or have a bearing on the Board's decision in the pending appeal.

III.   Status of Claims (37 C.F.R. §41.37(c)(1)(iii))

Claims 1-19, 43-47 and 57-76 stand rejected by the Examiner. Claims 20-42 and 48-56 have been canceled. The rejection of claims 1-19, 43-47 and 57-76 is being appealed.

IV.   Status of Amendments (37 C.F.R. §41.37(c)(1)(iv))

No claim amendments have been entered after the Final Office Action.

V.   Summary of Claimed Subject Matter (37 C.F.R. §41.37(c)(1)(v))

A.   <u>Independent Claim 1</u>

Independent claim 1 relates to an offers and orders component that receives and aggregates orders for a product from a plurality of buyers (*see e.g.*, page 10, lines 16-21; Fig 5, elements 255, 260, 265); and to a logistics component that receives a portion of aggregated orders from the offers and orders component and that determines and outputs a shipping price for the product for a subset of the plurality of buyers (*see e.g.*, page 9, lines 30-31; page 30, line 16 – page 31, line 2; matching/aggregation system(s) of FIGS. 11-13), the shipping price being determined based at least in part upon the subset of buyers sharing a shipping method (*see e.g.*, page 30, line 16 – page 31, line 2); and also a memory that stores the shipping price (*see e.g.*, page 36, line 22).

B. Independent Claim 43

A relevant portion of independent claim 43 refers to a computer-implemented logistics component that determines a shipping price for a good based on aggregative pricing for a plurality of buyers, the shipping price being determined based at least in part upon the plurality of buyers sharing a shipping method. (*See e.g.*, page 9, line 16 – page 31, line 2). Moreover, system includes a memory that stores two distinct price schedules, each applying to a different group of buyers, and each defining a different ultimate price paid for the same product. (*See e.g.*, pg. 12, ll. 3-5).

C. Dependent Claim 6

Dependent claim 6 refers to a terms and conditions component that manages agreements between users of the system as to business terms and conditions. (*See e.g.*, page 9, lines 24-27; page 28, lines 9-25).

D. Dependent Claim 8

Dependent claim 8 refers to a product relationships component that manages relationships between at least one of a plurality of products and another of the plurality of products. (*See e.g.*, page 9, lines 29-30; page 29, line 22 – page 30, line 2).

E. Dependent Claim 15

Dependent claim 15 refers to a seller agent component that utilizes historical data to determine a pricing strategy for at least one of a plurality of products with respect to at least one of the plurality of buyers. (*See e.g.*, page 32, line 22 – page 34, line 24).

F. Dependent Claim 16

Dependent claim 16 refers to the seller agent component that determines details that at least one of the plurality of sellers should include in an offer to achieve maximum profits. (*See e.g.*, page 32, line 22 – page 34, line 24).

G. Dependent Claim 17

Dependent claim 17 refers to the seller agent component that determines a production schedule for at least one of the plurality of sellers. (*See e.g.*, page 32, line 22 – page 34, line 24).

H. Dependent Claim 18

Dependent claim 18 refers to a buyer agent component that utilizes historical data to assist at least one of the plurality of buyers in finding a best buy for at least one of a plurality of products. (*See e.g.*, page 34, line 25 – page 35, line 25).

I. Dependent Claims 71 and 75

Dependent claims 71 and 75 refer the logistics component applies the cost savings to the shipping price for the subset of buyers. (*See e.g.*, page 30, line 4 – page 31, line 2).

J. Dependent Claims 72 and 76

Dependent claims 72 and 76 refer the logistics component applies the cost savings to a shipping price for the plurality of buyers. (*See e.g.*, page 30, line 4 – page 31, line 2).

VI. Grounds of Rejection to be Reviewed (37 C.F.R. §41.37(c)(1)(vi))

A. Whether claims 43-47, 57-69, and 74-76 comply with the best mode requirement under 35 U.S.C. §112, first paragraph.

B. Whether claims 1-19, 43-47 and 57-76 are unpatentable under 35 U.S.C. §103(a) over Pallakoff (US 6,269,343) in view of Shavit, *et al.* (US 4,799,756).

VII. Argument (37 C.F.R. §41.37(c)(1)(vii))

A. Rejection of Claims 43-47, 57-69, and 74-76 Under 35 U.S.C. §112

Claims 43-47, 57-69, and 74-76 stand rejected under 35 U.S.C. §112, first paragraph, as failing to disclose the best mode. This rejection should be reversed for at least the following

reasons. The specification sets forth the best mode contemplated by the inventor of carrying out his invention.

> Determining compliance with the best mode requirement requires a two-prong inquiry. ***First, it must be determined whether, at the time the application was filed, the inventor possessed a best mode for practicing the invention***. This is a subjective inquiry which focuses on the inventor's state of mind at the time of filing. Second, if the inventor did possess a best mode, it must be determined whether the written description disclosed the best mode such that a person skilled in the art could practice it. This is an objective inquiry, focusing on the scope of the claimed invention and the level of skill in the art. *Eli Lilly & Co. v. Barr Laboratories Inc.*, 251 F.3d 955, 963, 58 USPQ2d 1865, 1874 (Fed. Cir. 2001).

At page 2 of the Advisory Action (dated March 13, 2008), the Examiner construes the claims as a software application and substantially argues that because no software instructions/code are detailed in the specification, the best mode requirement is not met. In *Chemcast Corp. v. Arco Industries*, 913 F.2d 923, 16 USPQ2d 1033 (Fed. Cir. 1990), the court held that the proper test for satisfying the best mode requirement has two parts. First, it must be determined whether, at the time the application was filed, the inventor knew of a mode of practicing the claimed invention that the inventor considered to be better than any other. Such an inquiry is subjective because it focuses on the inventor's state of mind. (*See Id.*). ***Unless the Examiner has evidence*** that at the time the application was filed the inventor considered one mode to be better than any others, there is no reason to address the second component, and the best mode requirement ***is presumed to be met***. (emphasis added) (*See Id.*).

Here, the Examiner has provided no evidence to suggest the best mode requirement has not been met. Accordingly, unless the Examiner presents some evidence that, at the time the subject application was file, the inventor considered one mode to be better than any other, this rejection should be reversed. Moreover, The Examiner is to assume the best mode is disclosed unless there is evidence to the contrary. (See MPEP §2165.03) ("The examiner should assume that the best mode is disclosed in the application, unless evidence is presented that is inconsistent with that assumption. ***It is extremely rare that a best mode rejection properly would be made in ex parte prosecution***. The information that is necessary to form the basis for a rejection based on the failure to set forth the best mode is rarely accessible to the examiner, but is generally

uncovered during discovery procedures in interference, litigation, or other *inter partes* proceedings." (emphasis added). Because the Examiner provides no evidence that the inventor at the time of filing considered one mode to be better than all others, this rejection should be reversed.

B.   Rejection of Claims 1-19, 43-47 and 57-76 Under 35 U.S.C. §103(a)

Claims 1-19, 43-47 and 57-76 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Pallakoff (US 6,269,343), in view of Shavit, *et al.* (US 4,799,756, hereinafter referred to as "Shavit"). It is respectfully requested that this rejection be reversed for at least the following reasons. The cited reference fails to teach or suggest each and every feature of the subject invention as claimed

> To reject claims in an application under §103, an examiner must establish a *prima facie* case of obviousness. To establish a *prima facie* case of obviousness, the prior art reference (or references when combined) **must teach or suggest all the claim limitations**. In addition, there must be a reasonable expectation of success to make the proposed combination. *See In re Vaeck*, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991). "[R]ejections on obviousness grounds cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness." *KSR v. Teleflex*, 550 U.S. ___, 127 S. Ct. 1727 (2007) *citing In re Kahn*, 441 F. 3d 977, 988 (CA Fed. 2006).

The claimed subject matter relates to a system that facilitates volume pricing. More specifically, the system can aggregate orders for a product as well as aggregating shipping for the orders. In particular, independent claims 1 (and similarly independent claim 43) recites, "an offers and orders component that receives and aggregates orders for a product from a plurality of buyers; and *a logistics component ... that determines a shipping price for the product* for a subset of the plurality of buyers, the *shipping price being determined based at least in part upon the subset of buyers sharing a shipping method*." The references, alone or when combined, do not teach or suggest all claimed features.

Rather, Pallakoff relates to electronic commerce and more particularly marketing products and services utilizing the Internet. Nowhere does Pallakoff disclose or suggest *a logistics component that determines a shipping price for the product* … the *shipping price being determined based at least in part upon the subset of buyers sharing a shipping method* as set forth in the subject claims. Instead, Pallakoff discloses aggregating demand and providing demand based pricing. (*See* col. 1, ll. 53-55). Although Pallakoff discloses a shipping charge can be applied to a buyer's credit card (*see* col. 8, ll. 41-47), the reference is silent regarding an offers and orders component structurally interrelated with a logistics component *that determines a shipping price*. In particular, the fact that Pallakoff can *apply a shipping charge* does not teach or suggest a necessary structural component that *determines a shipping price* based upon particular criteria. Most particularly, a *shipping charge* in Pallakoff is materially distinct from a *shipping price* of the subject claims because Pallakoff does not teach or suggest the shipping charge is *determined based at least in part upon the subset of buyers sharing a shipping method*. Rather, Pallakoff is silent as to how the applied shipping charge is derived and certainly does not disclose or teach specific criteria for deriving (or a component that derives) the shipping charge based upon buyers sharing a shipping method.

At page 6 of the Final Office Action (dated December 21, 2007), the Examiner concedes these deficiencies, but incorrectly contends that Shavit and/or a "delivery lunch" hypothetical may remedy the deficiencies with respect to Pallakoff. Applicant's representative respectfully disagrees. Regarding Shavit, the reference relates to a system for interactive online electronic communications and processing of business transactions between independent users. Specifically, Shavit discloses that *a supplier* who has scheduled a shipment of less than a truckload on a particular route, *may advertise* the available space on the system in order to share freight costs. (*See* col. 17, ll. 17-21). Hence, Shavit fails to teach or suggest, "*a logistics component that determines a shipping price for the product* the *shipping price being determined based at least in part upon the subset of buyers sharing a shipping method*" in at least three distinct ways.

First, Shavit discloses that freight costs can be shared, but nowhere teaches a logistics component that *determines a shipping price for the product*. That is, Shavit alludes to the concept of sharing freight costs, concurrent arrangement of shipping (*see* col. 11, ll. 14-18), as well as reservation and control of freight services (*see* col. 14, ll. 31-33), but makes no

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determination of the freight costs for a product. Second, Shavit expressly indicates **suppliers** sharing freight **costs**, whereas the instant claims recite **buyers** sharing a shipping **method**. Third, Shavit discloses that in order to effectuate freight costs sharing, a supplier **may advertise** the available space. In particular, a bulletin board component that supports *advertising* available space in order to share freight costs is materially distinct from *a logistics component that determines a shipping price … based at least in part upon the subset of buyers sharing a shipping method*.

Furthermore, the "delivery lunch" hypothetic introduced by the Examiner at page 6 of the Final Office Action is materially deficient to read upon the instant claims. The Examiner analogizes a situation in which a Chinese restaurant receives a single order containing many different courses for employees in the same office. The Examiner suggests, in that situation, the shipping/delivery price would be cheaper than if each of the employees placed individual/independent orders. It is readily apparent that the "delivery lunch" sets forth a concept of sharing freight costs, much like Shavit. However, appellant does not seek to broadly claim all aspects associated with sharing freight costs, thus citing the mere concept of sharing freight costs (or a materially distinct example) is insufficient to render obvious the subject claims. In particular, the concept of sharing freight costs does not teach or suggest the structure of the subject claims such as *a logistics component* that determines *a shipping price* (based upon a shared shipping method) for the product from orders for the product received and aggregated by an offers and orders component.

In addition to the above, the Examiner's analysis also fails with regard to Shavit and "delivery lunch" because the Examiner is not considering the claim as a whole. Rather, the Examiner expressly argues that the claimed subject matter "is merely a [sic] software to calculate a lowest price for customers including shipping prices determinations according to a USA zip-code" (*see* Final Office Action, pg. 7, ll. 2-4). Hence, the Examiner is treating the logistics component as no more than a software calculator that looks up zip codes and, pointedly, the Examiner **considers these features in a vacuum**, absent the features recited elsewhere in the claim. In particular, the Examiner fails to appreciate that an offers and orders component can receive and aggregate orders for a product from a plurality of buyers and, inherently, that a shipping method for the plurality of buyers has been determined. By isolating these features and addressing them only in piecemeal fashion, the Examiner effectively ignores distinguishing

features. Rather than appreciating that orders for a product are aggregated in connection with the determination of a shipping price for the product…based at least in part upon the subset of buyers sharing a shipping method, the Examiner seeks only to show that orders can be aggregated (Pallakoff) and, entirely independently, that freight costs can be shared (Shavit or "delivery lunch"). Moreover, such analysis notably neglects the portion of aggregated orders used for determining the shipping price for the subset of buyers sharing a shipping method.

In other words, the Examiner's analysis of Pallakoff, Shavit, and the combination of such lacks a number of features included in the claims when considered in their entirety. Among these are: (1) the inherent determination of the shipping method for the plurality of buyers; (2) the inherent determination that a subset of buyers are sharing a shipping method; and (3) a determination of the shipping price for a subset of buyers from a portion of aggregate orders. These aspects are simply overlooked or ignored by presuming that the logistics component is merely calculating shipping prices from point A to point B based upon zip codes. That is, the analysis presumes all that needs to be done is to calculate a shipping price (even though none of the references actually expressly disclose this aspect) because the Examiner takes it as a given that the shipping method is always the same (*e.g.*, the "delivery lunch" example) with respect to all buyers. Accordingly, for at least the foregoing reasons, the Examiner has failed to make a *prima facie* case for obviousness and this rejection should be reversed.

Independent Claim 43

In addition to the above, the claimed subject matter also relates to a memory that stores two distinct price schedules, each applying to a different group of buyers, and each defining a different ultimate price paid for the same product. (*See e.g.*, pg. 12, ll. 3-5). In particular, independent claim 43 recites, "a memory coupled to the processor, the memory stores a first price schedule and a second price schedule, the first price schedule determines a first price for the product for at least one of the plurality of different buyers and the second price schedule determines a second price for the product for the other plurality of different buyers." None of the cited references, either alone or when combined, teach or suggest these features.

Pallakoff is relied upon to reject these elements yet, while the reference does disclose a field analogous to a price schedule (*see* col. 3, ll. 44-48) that can be reduced with higher volume, the ultimate price is only based upon the aggregate demand and, pointedly, all buyers receive the

same price schedule and pay the same price as other buyers. (*See e.g.*, col. 8, ll. 31-32; col. 8, ll. 44-45). Pallakoff therefore does not teach or suggest anywhere any notion that (1) buyers can receive different price schedules for the same product; or (2) that buyers can end up paying different prices for the same product.

At page 8 of the Final Office Action, it is conceded that Pallakoff does not disclose these features. However, it is substantially argued that Pallakoff provides the necessary structural components to do so, even without including "specific contents," citing FIG. 1. Thus, although Pallakoff does not anywhere expressly disclose the dynamic price schedules recited in the claim (or even a memory for that matter), the fact that a computer is disclosed is sufficient to allow this claim to be rejected. Hence, disclosure of a general purpose computer and nothing more is extrapolated to mean, "a memory coupled to the processor, the memory stores a first price schedule and a second price schedule, the first price schedule determines a first price for the product for at least one of the plurality of different buyers and the second price schedule determines a second price for the product for the other plurality of different buyers."

As such, the analysis provided with the rejection of this claim relies on improper assumptions that very high level features disclosed in Pallakoff read upon very specific details recited in the subject claims. Applicant's representative respectfully submits that the CAFC has held that a machine (*e.g.*, memory) programmed in a certain new and unobvious way is physically different from the machine without that program; its memory elements are differently arranged. The fact that these physical changes are invisible to the eye should not tempt one to conclude that the machine has not been changed. *In re Lowry*, 32 F.3d 1579, 1583 (Fed. Cir. 1994). Permissible analysis is not free to conjecture that Pallakoff reads on the claims merely because Pallakoff discloses a generic computer/server that would likely include some generic memory or that said memory *could* include the patentably distinct price schedule recited in the instant claim, so it is not therefore necessary to point to elements that read on these features. Accordingly, this rejection of claim 43 as well as all claims that depend there from should be reversed.

In addition, with respect to numerous dependent claims, appellant's representatives respectfully submit that pursuant to *KSR* rejections on obviousness grounds cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness. It is not enough to restate

the recited elements of the claims in some fashion, then proceeds to suggest one of (1) the references have the potential to relate to what is claimed; (2) that it is well known; or (3) that it would be simple to do. None of these three techniques are adequate to uphold a rejection. Moreover, numerous "old and well-known" contentions were drawn to account for some of the many deficiencies of the cited references. Thus, appellants also respectfully submit the standard for old and well-known concepts do not apply to the present, but rather to the time of the invention. Furthermore, appellants duly traversed the aforementioned well known statements and requested a reference or references in support of those positions pursuant to MPEP 2144.03, yet none have been provided.

Dependent claim 6

No art of reference discloses or suggests ***a terms and conditions component that manages agreements between users of the system as to business terms and conditions***. The Examiner contends that such claimed aspects are disclosed by Pallakoff at col. 1, ll. 55-58 and col. 12, ll. 5-10. Applicant's representative respectfully disagrees with such a contention. While Pallakoff uses the words "conditions" and "term" in two disparate and entirely unrelated portions of its specification, the cited passages clearly do not relate to a terms and conditions component. In more detail, the cited passage at col. 1, ll. 55-58 relates to *conditional offers*. The cited passage at col. 12, ll. 5-10 establishes the definition of system operator and reads "The *term* 'system operator' as used herein does not necessarily refer to an individual. The *term* refers to…" It is readily apparent that the rejection of claim 6 is not based upon analogizing actual claimed elements, but rather upon a key word search that resulted in locating identical words being disclosed, but with unrelated meanings and contexts.

Dependent claim 8

No art of reference discloses or suggests ***a product relationships component that manages relationships between … products***. At page 11 of the Final Office Action, the Examiner concedes that Pallakoff does not teach these features. In addition, the Examiner diverges from what is claimed and argues that Pallakoff discloses a database, and therefore it would have been obvious to employ a relational database. Assuming *arguendo* it would have been obvious to employ a relational database in Pallakoff, such still does not read upon the

claim. In particular, what is claimed relates to relationships between one set of products and another set of products, not what type of database representative data structures are stored or the relationship between data records. Hence, this rejection of claim 8 should be reversed.

Dependent claim 15

No art of reference discloses or suggests the seller agent component utilizes historical data to determine *a pricing strategy for at least one of a plurality of products **with respect to at least one of the plurality of buyers***. The Examiner argues substantially that it is old and well-known that customers' historical data/profiles have been widely used for selling products. Assuming this to be true, such does not encompass the specificity to read upon the subject claim. In particular, using historical data for selling products does not teach or suggest determining *a pricing strategy for at least one of a plurality of products **with respect to at least one of the plurality of buyers***. Thus, this rejection of claim 15 should be reversed.

Dependent claim 16

No art of reference discloses or suggests the seller agent component determines details *that at least one of the plurality of sellers should include in an offer to achieve maximum profits*. It is incorrectly argued at page 6 of the Final Office Action that these features are inherently disclosed by Pallakoff by virtue of providing detailed information of a seller in an offer. However, Pallakoff is utterly void of any teaching (inherent or otherwise) of a seller agent making a determination of what details should be included to maximize profits. Moreover, it is unclear how providing seller information such as name and address relates to maximizing profits. Accordingly, reversal of this rejection is respectfully requested.

Dependent claim 17

No art of reference discloses or suggests the seller agent component *determines a production schedule* for at least one of the plurality of sellers. At page 12 of the Final Office Action, the Examiner merely alleges Pallakoff *could* provide such information. How this is done or by which elements of the references is not explained, only that it "could." Appellant's representative submits yet again that rejections on obviousness grounds cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with some

rational underpinning to support the legal conclusion of obviousness. It is not enough to restate the recited elements of the claims in some fashion, and then suggest the references have the potential to relate to what is claimed. None of the cited references teach or suggest these features, so this rejection should be reversed.

Dependent claim 18

No art of reference discloses or suggests ***the buyer agent component utilizes historical data to assist at least one of the plurality of buyers*** in finding a best buy for at least one of a plurality of products. At page 12 of the Final Office Action, it is argued certain distinguishing features of claim 18 are merely intent of use of the system. However, this assertion is a mischaracterization because reciting capabilities of a component is not an intended use. In essence, the analysis purports that the references disclose a buyer agent component, but a buyer agent component that cannot utilize historic data to assist buyers. Applicant's representative notes that if the buyer agent component of the Examiner's analysis cannot assist at least one of the plurality of buyers, then it does not utilize historic data as claimed, and therefore is not the buyer agent component recited in the subject claims, irrespective of how either one is used or intended to be used. Hence, this rejection should be reversed.

Dependent claims 71 and 75

No art of reference discloses or suggests the logistics component applies the cost savings to the shipping price *for the subset of buyers*. In particular, the cost savings from sharing a shipping method can be repatriated to the subset of buyers that share the shipping method in the form of a discount on the price of the product(s) ordered. It is argued at page 13 of the Final Office Action that these features are well-known, but the discussion associated therewith appears to be off the mark from what it claimed. For example, it is argued to be well-known to ship many items going to the same customer and/or destination in the same box. Be that as it may, this assertion does not read on the claims because in the provided examples orders are aggregated (if at all) by a human actor (*e.g.*, the person at the office that places the order for many employees). Hence, the cited references are insufficient to maintain a proper rejection.

Dependent claims 72 and 76

No art of reference discloses or suggests the logistics component applies the cost savings to a shipping price *for the plurality of buyers*. Similar to claims 71 and 75, however, the cost savings can subsidize all buyers of the item, rather than just those buyers sharing a shipping method. These features are not disclosed by any cited reference, so this rejection should be reversed.

C. Conclusion

For at least the above reasons, the claims currently under consideration are believed to be patentable over the cited references. Accordingly, it is respectfully requested that the rejections of claims 1-19, 43-47 and 57-76 be reversed.

If any additional fees are due in connection with this document, the Commissioner is authorized to charge those fees to Deposit Account No. 50-1063.

Respectfully submitted,

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VIII.   Claims Appendix (37 C.F.R. §41.37(c)(1)(viii))

1.   A system that facilitates volume pricing, comprising:

an offers and orders component that receives and aggregates orders for a product from a plurality of buyers;

a logistics component that receives a portion of aggregated orders from the offers and orders component and that determines a shipping price for the product for a subset of the plurality of buyers, the shipping price being determined based at least in part upon the subset of buyers sharing a shipping method, the logistics component outputs the shipping price; and

a memory that stores the shipping price.

2.   The system of claim 1, further comprising a catalog component that manages a listing of a plurality of products.

3.   The system of claim 1, further comprising a users and groups component that manages information of a plurality of users of the system.

4.   The system of claim 1, further comprising an access control component that manages access to a plurality of features of the system.

5.   The system of claim 1, further comprising a messaging component that manages communication between the system, other systems, and a plurality of users of the system.

6.   The system of claim 1, further comprising a terms and conditions component that manages agreements between users of the system as to business terms and conditions.

7.   The system of claim 1, further comprising a blanket pricing component that manages agreements between buyers and sellers as to product prices.

8.   The system of claim 1, further comprising a product relationships component that manages relationships between at least one of a plurality of products and another of the plurality of products.

9.   The system of claim 8, the relationship between at least one of the plurality of products and another of the plurality of products is a byproduct relationship.

10.   The system of claim 8, the relationship between at least one of the plurality of products and another of the plurality of products is a product family relationship.

11.   The system of claim 1, further comprising a RFQ/RFO/RFP component that manages quote, offer, and product requests for a plurality of products.

12.   The system of claim 1, further comprising an invoicing component that manages system accounts.

13.   The system of claim 1, further comprising an agents component that performs routine tasks and to provide decision support for the plurality of buyers and a plurality of sellers.

14.   The system of claim 13, the agents component includes a seller agent component and a buyer agent component.

15.   The system of claim 14, the seller agent component utilizes historical data to determine a pricing strategy for at least one of a plurality of products with respect to at least one of the plurality of buyers.

16.   The system of claim 14, the seller agent component determines details that at least one of the plurality of sellers should include in an offer to achieve maximum profits.

17.   The system of claim 14, the seller agent component determines a production schedule for at least one of the plurality of sellers.

18.   The system of claim 14, the buyer agent component utilizes historical data to assist at least one of the plurality of buyers in finding a best buy for at least one of a plurality of products.

19.   The system of claim 14, the buyer agent component automatically creates an order for at least one of a plurality of products for at least one of the plurality of buyers.

20-42. (Cancelled)

43.   A system for volume pricing, comprising:

        a server configured to receive orders for a product from a plurality of different buyers via at least one remote computer system, the server comprising:

                a processor;

                a memory coupled to the processor, the memory stores a first price schedule and a second price schedule, the first price schedule determines a first price for the product for at least one of the plurality of different buyers and the second price schedule determines a second price for the product for the other plurality of different buyers;

                a network interface coupled to the processor for transmitting and receiving data with at the least one remote computer system; and

                a computer-implemented logistics component that determines a shipping price for a good based on aggregative pricing for a plurality of buyers, the shipping price being determined based at least in part upon the plurality of buyers sharing a shipping method.

44.   The system of claim 43, the first and second price schedules vary in accordance with a total quantity of product ordered.

45.   The system of claim 43, the first and second price schedule vary in accordance with time.

46.   The system of claim 43, the server provides the plurality of different buyers access to view at least one of the first and second price schedules via one or more of the at least one remote computer system.

47.   The system of claim 43, the server limits a period during which orders for the product are accepted to an open session period.

48-56 (Cancelled)

57.   The system of claim 43, the first and second price schedule vary in accordance with at least one of special offers and coupons possessed by at least one buyer of the plurality of buyers

58.   The system of claim 43, the first and second price schedule vary in accordance with buyer status.

59.   The system of claim 44, the total quantity is based in part on a conditional order where a buyer agrees to place an order if the price drops below a specified level.

60.   The system of claim 44, the total quantity is based in part on a conditional order where buyer agrees to place an order if the aggregative pricing reaches a certain percentage discount.

61.   The system of claim 43, the server provides a plurality of private business forums that offer products for sale in accordance with differing price schedules.

62.   The system of claim 43, the server provides an order web page that enables the seller to provide information to the seller, the information is at least one of purchase order number, quantity of product, product options, billing information, shipping information, coupon information, and gift certificate information.

63.   The system of claim 43, further comprising a security component that manages access to the server.

64.   The system of claim 63, the security component assigns disparate buyers different permission levels, the disparate permission levels allow buyers varying levels of activity.

65.   The system of claim 64, the varying levels of activity comprising read permissions, edit permissions, place order permissions, administrator permissions, and override permissions.

66.   The system of claim 43, further comprising a messaging module that enables communication between buyers and a remote computer system.

67.   The system of claim 66, the messaging module communicates via at least one of email, fax, mobile devices, instant message devices, bulletin boards, and a buyer homepage.

68.   The system of claim 43, the memory stores a blanket pricing module that provides discount pricing to a buyer.

69.   The system of claim 43, the memory stores an agent module that uses at least one of historical data and buyer input data to suggest a function to a buyer.

70.   The system of claim 1, the logistics component facilitates shipping aggregation for the subset of buyers, the shipping aggregation creates a cost savings for the product.

71.   The system of claim 70, the logistics component applies the cost savings to the shipping price for the subset of buyers.

72.   The system of claim 70, the logistics component applies the cost savings to a shipping price for the plurality of buyers.

73.   The system of claim 1, an order from at least one of the plurality of buyers is independent from other orders received.

74.   The system of claim 43, the computer-implemented logistics component facilitates shipping aggregation for the plurality of different buyers, the shipping aggregation creates a cost savings for the product.

75.   The system of claim 74, the logistics component applies the cost savings to the shipping price for at least one of the plurality of different buyers and the other plurality of different buyers.

76.   The system of claim 43, an order from at least one of the plurality of different buyers is independent from other orders received.

IX.   Evidence Appendix (37 C.F.R. §41.37(c)(1)(ix))

None.

X.   Related Proceedings Appendix (37 C.F.R. §41.37(c)(1)(x))

None.